

### REMARKS

In the Office Action, the Examiner rejected claims 1-21, 23-34 and 37 under 35 USC 103. This rejection is fully traversed below.

Claims 1, 9, 10, 12, 13, 14, 19, 20, 25 and 29 have been amended to further clarify the subject matter regarded as the invention. Accordingly, claims 1-21, 23-34 and 37 remain pending. Reconsideration is respectfully requested based on the following remarks.

#### **REJECTION OF CLAIMS 1-21, 23-34 AND 37 UNDER 35 USC 103**

In the Office Action, claims 1-21, 23-34 and 23-37 were rejected under 35 U.S.C. 103(a) as being unpatentable over Padwick et al., "Using Microsoft Outlook 98" (hereinafter referred to as "Outlook"). Applicants respectfully disagree.

#### **Claim 1**

Claim 1 pertains to a computer-implemented method for providing an on-line appointment between a service provider and a user who is interested in a service from the service provider. Among other things, claim 1 recites: "wherein said method is implemented by another entity, with the another entity being independent of both the service provider and the user, wherein the user can schedule the on-line appointment through any computer as long as the computer can access the Internet with a browser, wherein the user interacts with the browser when scheduling the on-line appointment...." Outlook fails to teach or suggest these limitations of claim 1. First, Outlook does not permit scheduling on-line appointments. Even if it did, the use of Outlook by the user would not be with a browser. Outlook is also used by one or both of the user and the service provider and, thus, cannot be "another entity being independent of both the service provider and the user." As a result, Outlook is completely deficient in teaching or suggesting these limitations.

In addition, claim 1 recites: "checking another calendar of the service provider to determine if there is a conflict between the first calendar and the another calendar due to the selected appointment time...." Here, the Examiner refers to the autopick feature of

page 449 of Outlook. The autopick function is, however, for use in scheduling an appointment. In contrast, in claim 1, an appointment time has already been selected before the checking operation for a conflict is performed. Hence, Outlook also fails to teach or suggest this operation.

For at least these reasons, it is submitted that claim 1 is patentably distinct from Outlook.

#### Claim 9

Claim 9 pertains to a computer-implemented method for providing an on-line appointment over a network. Among other things claim 9 recites: "transmitting a list of available service providers to the user who is interested in a service the service providers have specified in advance that they provide...." The Examiner references Fig. 27.10 on page 448 of Outlook. The persons identified in Fig. 27.10 of Outlook are entered by the user of Outlook, and are thus not transmitted to the user. Further, even if the persons being invited to a meeting in Outlook are service providers, Outlook fails to provide any teaching or suggestion for service providers to specify in advance the services they provide.

In addition, claim 9 recites: "requesting the user to enter information regarding the user for the appointment after the user and the selected one of the available service providers have established the appointment at the selected time slot, wherein at least one piece of the information requested from the user depends on the industry the selected one of the available service providers is in...." The Examiner references Fig. 27.11 on page 450 of Outlook. However, Fig. 27.11 of Outlook pertains to setting a meeting. Thus at the time of interacting with Outlook in Fig. 27.11, no meeting has yet been set. In contrast, in claim 9, the request for the user to enter information is not only a request to the user (as opposed to from the user) but such request is after an appointment has been established. Also Outlook does not teach or suggest that the information requested would depend on the service provider's industry. Furthermore, Outlook is used by one or both of the user and the service provider and, thus, cannot be "another entity independent of both the service providers and the user."

For at least these reasons, it is submitted that claim 9 is patentably distinct from Outlook.

#### Claim 12

For reasons similar to claim 1 provided above, it is submitted that claim 12 is patentably distinct from Outlook.

#### Claim 13

For reasons similar to claim 9 provided above, it is submitted that claim 13 is patentably distinct from Outlook.

#### Claim 14

Claim 14 pertains to a computer-implemented method for doing business over a global computer network. Among other things, claim 14 recites: "registering service providers over the global computer network to identify at least offered services, appointment hours, contact information for the registered service providers...." Nothing in Outlook permits registration of service providers over a global computer network. Outlook also does not teach or suggest that a registration identifies offered services, appointment hours and contact information. It should be noted that the registering in claim 14 precedes setting of appointments with the service providers. The Examiner references page 420 of Outlook. However, there does not appear to be any relevant teaching at page 420.

Furthermore, claim 14 recites: "providing a search facility that the registered individuals can search, over the global computer network, the on-line directory for registered service providers to set appointments with...." Although page 441 of Outlook indicates that attendees to a meeting can be selected from an address book or list, such is not a search facility that registered individuals can search, over a global computer network, an on-line directory for registered service providers. Outlook is also used by one or both of the individuals and the service providers and, thus, cannot be "implemented by a third-party entity, with the third-party entity being independent of the registered service providers and the registered individuals...."

For at least these reasons, it is submitted that claim 14 is patentably distinct from Outlook.

#### Claim 20

Claim 20 pertains to an on-line appointment system that supports a large number of users in making appointments over the Internet. Outlook does not enable users to make appointments over the Internet. Among other things, claim 20 recites: "a synchronization application that provides for automated review of an appointment that has been scheduled to determine whether the scheduled appointment conflicts with at least one entry in a local software calendar of one of the service providers, where the appointment database also provides a calendar for that service provider. ..." The Examiner refers to the autopick feature at page 449 of Outlook. The autopick function is, however, for use in scheduling an appointment. In contrast, in claim 20, the appointment made over the Internet has already been scheduled when the automated review for conflicts is performed. Hence, Outlook fails to teach or suggest such a synchronization application.

Moreover, claim 20 recites "wherein said system is managed by another entity, with the another entity being independent of both the service providers and the users, and wherein the users can schedule appointments through any computer as long as the computer can access the Internet with a browser." Outlook is not a browser and does not teach or suggest using a browser to schedule appointments over the Internet. Outlook is also used by one or both of the user and the service providers and, thus, cannot be another entity that is independent of both the service providers and the users. As a result, Outlook fails to teach or suggest these limitations.

For at least these reasons, it is submitted that claim 20 is patentably distinct from Outlook.

#### Claim 25

Claim 25 pertains to a computer-implemented method for making on-line appointments over a computer network that allows making appointments over the Internet. Outlook does not enable users to make appointments over the Internet. Among

other things, claim 25 recites: "registering as a user of an on-line appointment system, said registering providing a user name, contact information, and appointment availability information for the user, the appointment availability information indicating days and times during which the user is generally available to receive appointments...." It should also be noted that the registering of claim 25 precedes setting of appointments with the user. The Examiner references page 420 of Outlook. However, there does not appear to be any relevant teaching at page 420. There is also no teaching or suggestion in Outlook for the registration process to have the user provide appointment availability information indicating days and times during which the user is generally available to receive appointments.

Furthermore, claim 25 recites: "providing a search facility that a registered user can search, over the Internet, the on-line directory for another registered user to schedule an appointment with...." Although page 441 of Outlook indicates that attendees to a meeting can be selected from an address book or list, such is not a search facility that a registered individual can search, over the Internet, an on-line directory for another registered user. In addition, Outlook is used by the registered users and, thus, cannot be "implemented by another entity, with the another entity being independent of the registered users." Further Outlook is not a browser that can allow users to schedule appointments.

For at least these reasons, it is submitted that claim 20 is patentably distinct from Outlook.

#### Claim 29

Claim 29 pertains to a computer implemented method for providing on-line appointment services over a global computer network that allows making appointments. Nothing in Outlook permits on-line appointment services over a global computer network. Among other things, claim 29 recites: "registering service providers for on-line appointments over the global computer network, said registering providing appointment availability information for the registered service providers...." Nothing in Outlook permits registration of service providers for on-line appointments. Outlook also does not

teach or suggest that a registration process identifies appointment availability information.

In addition, claim 29 recites: "providing an on-line directory of service providers; providing a search facility that users can search for a particular service provider by searching through the on-line directory over the global computer network...." Although page 441 of Outlook indicates that attendees to a meeting can be selected from an address book or list, such is neither a search facility for service providers nor an on-line directory of service providers. Claim 29 also recites "wherein the users can schedule the on-line appointments through any computer as long as the computer can access the Internet with a browser, wherein said method is implemented by another entity, with the another entity being independent of the registered service providers and the users...." Outlook is used by one or both of the users and the service providers and, thus, cannot be "implemented by another entity, with the another entity being independent of the registered service providers and the users...." Outlook also is not a browser that can allow users to schedule on-line appointments.

For at least these reasons, it is submitted that claim 20 is patentably distinct from Outlook.

#### Conclusion

Based on the foregoing, it is submitted that claims 1, 9, 12, 13, 14, 20, 25 and 29 are patentably distinct from Outlook. In addition, it is submitted that dependent claims 2-8, 10, 11, 15-19, 21, 23, 24, 26-28, 30-34 and 37 are also patentably distinct for at least the same reasons. The additional limitations recited in the independent claims or the dependent claims are not further discussed as the above-discussed limitations are clearly sufficient to distinguish the claimed invention from Outlook. Thus, it is respectfully requested that the Examiner withdraw the rejection of claims 1-21, 23-34 and 37 under 35 USC § 103(a). Reconsideration of the application and an early Notice of Allowance are earnestly solicited.

If there are any issues remaining which the Examiner believes could be resolved through either a Supplemental Response or an Examiner's Amendment, the Examiner is

respectfully requested to contact the undersigned representative at the telephone number listed below.

Respectfully submitted,



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